

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



## PURCHASE AGREEMENT

for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN



200 HOP

HOME Real Estate

(Broker), REALTORS®

4/14/2014

(Date)

5901 N 27 Street

, Lincoln, Nebraska

1. **Property.** The undersigned, as Buyer, agrees to purchase the following property:

Address: 1112 Washington Street, Lincoln, NE 68502

Legal Description: LLCN, DAWSONS ADD TO SOUTH LINCOLN, BLOCK 29, Lot 8, E43' S82' & E13' N60' & LOT 9 W5'

(Property)

including all fixtures and equipment permanently attached to Property. The only personal property included is as follows: all attached light fixtures and ceiling fans, all window treatments, refrigerator, oven/range, garage door opener and 2 remotes

2. **Title Insurance.** Buyer shall be furnished a current title insurance commitment before closing and an ALTA Homeowner's Policy of Title Insurance or a different policy chosen by Buyer, insuring marketability, from a title insurance company chosen by Buyer. The cost of title insurance issued for this sale shall be paid as follows: split equally between Buyer and Seller

Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within such time period, Buyer may declare this Agreement null and void, and the earnest money shall be refunded.

3. **Conveyance of Title and Authority of Parties.**

(a) Seller agrees to convey to Buyer by warranty deed or none other free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions of record. Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority but not yet assessed as of the date of this Agreement. The documentary stamp tax shall be paid by Seller.

(b) The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.

4. **Price and Financial Terms.** Buyer agrees to pay \$ 89,000, on the following terms: an earnest money deposit of \$ 1,000 at this time as shown by the receipt set forth below. If paid by check, it shall be payable to the selling broker. The check will be cashed. All monies shall be deposited in the selling broker's trust account, to be held until the time of closing. If the selling broker is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the selling broker. The closing agent, if not the listing broker, shall be chosen by agreement of Buyer and Seller. The balance due Seller shall be paid as shown in Paragraph(s) # 4 (a) and (b) following:

(a) **Buyer's Obligations Upon Loan or Assumption:** Buyer shall negotiate a new loan or shall assume the existing mortgage or deed of trust. Buyer agrees to sign all papers and pay all related costs, and to establish escrow reserves as required. Buyer's best efforts shall be used to obtain the loan or approval for the assumption. If the loan or assumption is not applied for within 3 days from the date of acceptance, this offer shall be null and void and the earnest money shall be forfeited. If processing of the loan or assumption has not been completed by the lending agency by the closing date specified elsewhere in this Agreement, the time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection, but if the Buyer does not have final loan approval within 30 days after the closing date set in this contract, either party shall have the right to send a notice of termination to

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Seller's Initials	Buyer's Initials
	ADS

the other; in which case, the financing contingency shall be treated as having failed and Buyer shall be entitled to a refund of earnest money. If this offer is not contingent on the sale of real estate owned by Buyer and the lender requires as a condition of granting the loan that the real estate owned by Buyer be sold, then Seller shall have the option to declare this Agreement null and void unless further written agreement between Buyer and Seller is obtained.

- (b) **Conditional Upon New Loan:** Balance shall be paid in cash, or by cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan in the amount of \$ 74,000, secured by first mortgage or deed of trust. The loan is to be (describe loan): Type Conventional, at a rate not to exceed 5.5 % for a term of not less than 30 years. Maximum of 0 % origination fee plus 0 % loan discount.

At the time of closing of this sale, Seller agrees to pay \$ 2,500 of Buyer's expenses connected with the sale or closing of the sale of the Property which are permitted by Buyer's lender to be paid by Seller.

- (c) **Assume Existing Loan:** Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ and pay the balance in cash, or by cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of \_\_\_\_\_ % per annum and payments of approximately \$ \_\_\_\_\_ per month. The payment includes \_\_\_\_\_. Interest on the existing loan shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to be assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer ☐ does, or ☐ does not agree to obtain a release of liability of Seller from Seller's loan before closing.

- (d) **All Cash:** Balance shall be paid in cash, or cashier's check at time of delivery of deed, no financing being required.

- (e) **Seller Financing:** Balance to be evidenced by \_\_\_\_\_ with Seller. Buyer to make an additional payment by cash or cashier's check of \$ \_\_\_\_\_ at time of execution of the instruments, and closing. The remainder of \$ \_\_\_\_\_ shall be paid in monthly payments of \$ \_\_\_\_\_, or more, which monthly payments shall include interest at the rate of \_\_\_\_\_ % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over \_\_\_\_\_ years with a balloon payment on \_\_\_\_\_ (Date). All other terms and conditions of the instruments shall be as mutually agreed. ☐ Buyer's, or ☐ Seller's attorney shall prepare the instruments with cost of preparation paid by: \_\_\_\_\_

5. **Other Provisions.** 1. The inspection period referenced in Paragraph 9 of this Purchase Agreement shall commence when the Buyer acknowledges receipt of a fully executed copy of this Purchase Agreement on Page 7 of this Purchase Agreement.

2. Buyer and Seller do NOT agree to arbitration. Paragraph 23 and any reference to arbitration is stricken from this Purchase Agreement.

6. **Addenda attached.** The attached addenda are made a part of this Purchase Agreement. (Please Initial) (Seller     /    ) (Buyer ADS) (List Addenda): \_\_\_\_\_

#1. Lead Based Paint Addendum #2. Tax Credit Proration Addendum #3. Compensation Addendum

#4. First Home Program Addendum

7. **Maintenance.** Seller agrees to maintain the Property, including, but not limited to, the heating, air conditioning, water heater, sewer, plumbing, electrical system, any appliances and the lawn in their present condition until date of closing, subject to the provisions of paragraph 12 of this Agreement. Seller agrees to install and maintain smoke detectors as required by law. If the Property is in Lancaster County and has a private water and/or wastewater system, Seller agrees, at Seller's cost, to obtain a Property Transfer Determination Letter from the Lincoln-Lancaster County Health Department approving such systems as required by law.

8. **Termite Inspection.** Buyer requests a termite and wood destroying insect inspection of the Property at Buyer's expense (except should Buyer obtain a VA loan, the expense shall be paid by Seller). Should evidence of termites or wood destroying insects be found, the Property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated Property. If visible evidence of previously treated infestation which is now inactive is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and to the return of the earnest money.

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Seller's Initials	Buyer's Initials
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9. **Inspections.** The following provisions shall apply to inspections of the real and personal property, with the exception of matters pertaining to lead-based paint if this is a residential dwelling built prior to 1978 and termite inspections which are controlled by paragraph 8 of this Agreement.

- (a) Buyer, at Buyer's expense, shall have the right to perform any inspections of the real and personal property identified in this Purchase Agreement that Buyer desires. If the condition of the real or personal property is unsatisfactory in Buyer's subjective discretion, Buyer shall provide Seller with:
  - (1) An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Buyer requests Seller to correct; or
  - (2) A Rejection Notice Addendum that notifies Seller that after inspection, Buyer finds the real or personal property to be in unsatisfactory condition (a rejection of the property).
- (b) To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller or Seller's Authorized Recipient no later than 5:00 p.m. C.T. on the 12th calendar day after the acceptance date ("Inspection Objection Deadline").
- (c) If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller or Seller's Authorized Recipient by 5:00 p.m. C.T. on the 12th calendar day after the acceptance date ("Inspection Objection Deadline"), the real and the personal property identified in this Purchase Agreement shall be deemed to be satisfactory to Buyer.
- (d) If a Rejection Notice Addendum is received by Seller or Seller's Authorized Recipient by the Inspection Objection Deadline this Purchase Agreement shall automatically terminate.
- (e) If an Inspection Notice Addendum containing requests for action by Seller is received by Seller or Seller's Authorized Recipient by the Inspection Objection Deadline and Buyer and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. C.T. on the 18th calendar day after the acceptance date of the Purchase Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Buyer's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller or Seller's Authorized Recipient.

Upon termination of this Purchase Agreement under this paragraph 9, the earnest money, less amounts necessary to pay any expenses incurred by Realtor® or escrow agent holding the earnest money, shall be refunded to Buyer promptly, upon Buyer providing written notification of the facts constituting termination to the party holding the earnest money, without further documentation being required.

Buyer does not, by acceptance of the real and personal property identified in this Purchase Agreement, waive, release or relinquish any right or claim Buyer may have against Seller by reason of any misrepresentation, concealment or fraud. Buyer shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Buyer's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Purchase Agreement.

10. **Condition of Property.** This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation or warranties of condition by any agent involved in this transaction. Buyer agrees to accept Property in its present condition, except as provided in this Agreement. Seller represents that to the best of Seller's knowledge, there are no defects in the Property that (1) are not reasonably ascertainable and which significantly affect the desirability or value of the Property, or (2) are not set forth within the Seller Property Condition Disclosure Statement, or (3) which the Seller has not disclosed to Seller's Agent in writing. Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement dated \_\_\_\_\_ (Buyer should initial if applicable).

11. **Home Warranty.** Understanding the benefits of a home warranty, as provided by the terms of the warranty contract (Buyer to initial one of the following):

AD / \_\_\_\_\_ Buyer requests that a home warranty be provided. The cost, not to exceed \$ 750 \_\_\_\_\_ shall be paid as follows: \_\_\_\_\_  
AHS Flex Plan Comb Warranty with coverage on the second heating/cooling unit paid all by Seller

\_\_\_\_ / \_\_\_\_\_ Buyer declines home warranty coverage.

\_\_\_\_ / \_\_\_\_\_ Buyer understands that warranty coverage is not available for this Property.

12. **Responsibility of Insurance & Risk of Loss:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice, may: 1) Rescind this agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property or at a price discounted by the cost of restoration of the premises.

13. **Real Estate Taxes, Prorations.** Taxes for prior year shall be paid by Seller. Current year taxes together with interest, rents and homeowners association dues, if any, shall be prorated to the date of possession. Taxes shall be prorated on the basis of the most recent assessed valuation and the most recent tax levy available from the appropriate governing body at the time of closing. The most recent assessed valuation shall be the prior year's valuation until a new valuation, including a preliminary valuation, is published by the county assessor.

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Seller's Initials	Buyer's Initials
	AD

14. **Possession and Closing.** Closing of the sale shall be on June 23, 2014 (Closing Date), or within 2 days after loan approval, whichever last occurs, unless the contract is terminated under paragraph 4(a). Possession of Property shall be given on upon closing (Date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met.

15. **Home Owners Plus.** HOME Real Estate (company name) is affiliated with Home Owners Plus. Home Owners Plus provides savings, choice and convenience to its clients. Your Agent will describe the Home Owners Plus program. This program is made available to Buyer at no cost. As a result of making such products and services available, Home Owners Plus, with which the company named in this paragraph is affiliated, may receive certain compensation from various service providers in relation to the Home Owners Plus services.

16. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Closing charges shall be paid as follows: split equally between Buyer and Seller. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, they shall be paid by Seller.

17. **Compensation.** Buyer agrees to pay selling broker compensation of \$ 0 at closing. The compensation will be collected in all cases except (a) if Buyer secures a loan to purchase the Property that does not allow Buyer to pay such compensation or (b) buyer has previously agreed to pay selling broker fixed compensation pursuant to and as defined in the provisions of paragraph 3 of the Realtors® Association of Lincoln's Exclusive Buyer Agency Agreement entered into with selling broker. If this compensation is paid by Buyer to selling broker, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect compensation from both Seller and Buyer.

18. **Do Not Call Provision.** Seller and Buyer authorize telephone, facsimile and other electronic means of contact by individuals on behalf of the Listing Company and the selling company, if different, as well as other service providers involved in the transaction.

19. **Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. In the case of a dispute over the return or forfeiture of earnest money, the holder of the earnest money may require the agreement of Seller and Buyer to release the funds.

20. **Notices.** Any notice required to be given to a party to this Purchase Agreement by the terms of this Purchase Agreement or any of its addendums, shall not be complete until received and shall be considered to have been received when the notice has been delivered as set forth in this paragraph. A notice shall be considered for all purposes to have been delivered to the party required to be given notice when the written notice is delivered to the party, the party's agent, the broker of the party's agent, or any real estate licensee associated with the office of the party's agent ("Authorized Recipient"). Fax delivery may be shown by written acknowledgment from an authorized recipient that a notice was received prior to the deadline for giving the notice. E-mail delivery is complete if the Authorized Recipient affirmatively acknowledges the e-mail was received before the deadline for receiving a notice.

21. **Transmittal Authorization.** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgment by a Buyer, Seller and/or Broker/agent relating to the real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that, if requested, the undersigned will submit an original, or copy thereof, to their agents. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

22. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before Tuesday, May 27, 2014 (Date) at 6 o'clock pm. Buyer acknowledges receipt of a copy of this Agreement, which has not yet been signed by Seller.

23. **Mediation and Arbitration**

- (a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Lincoln, Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

Date:	Date: <u>5/14/14</u>
Seller's Initials	Buyer's Initials
	<u>ADS</u>



- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Lincoln, Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorneys fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of this paragraph 23 shall not apply to:
- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
  - (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
  - (3) The filing or enforcement of a construction or similar lien.
  - (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. §25-2801 to §25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 23.
- (f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Austin Daniel Sharp  
Buyer's Printed Name

Buyer's Signature

Date

4-14-14

Buyer's Printed Name

Buyer's Signature

Date

4631 Meredith Street

Lincoln

NE

68506

Buyer's Current Street Address

City

State

Zip

Buyer's Phone

Carla Waldbaum

HOME Real Estate

402-430-3033

Selling Agent's Printed Name

Selling Company

Selling Agent's Phone

N/A

N/A

Listing Agent's Printed Name

Listing Company

**PRINTED NAMES FOR DEED:** Austin Daniel Sharp

**RECEIPT FOR EARNEST MONEY**

RECEIVED FROM: Austin Sharp \$ 1000 (by personal check )  
to apply to the purchase price of Property on terms and conditions as stated. If this offer is not accepted by the Seller within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

HOME Real Estate

REALTORS® By:

Carla Waldbaum

Date:	Date: 4/14/14
Seller's Initials	Buyer's Initials
	ADS

Complete *only one* of A or B below:

A:

**ACCEPTANCE OF ALL TERMS**

Seller accepts all of the terms of the above agreement and agrees to perform all of its terms.

**THIS CONTRACT CONTAINS AN ARIBTRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

B:

**COUNTER OFFER BY SELLER**

In response to the above Purchase Agreement dated \_\_\_\_\_ for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Counter Offer shall expire \_\_\_\_\_ (Date), at \_\_\_\_\_ (hour) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to Seller or Seller's Authorized Recipient.

If this Counter Offer is so delivered, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to Buyer or Buyer's Authorized Recipient before the delivery of Buyer's written acceptance to Seller or Seller's Authorized Recipient.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

The foregoing Counter Offer is accepted \_\_\_\_\_ (Date), at \_\_\_\_\_ (hour).

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Date:	Date:
Seller's Initials	Buyer's Initials
.....	.....

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Acceptance of All Terms or Counter Offer, whichever was signed by the Seller, was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_  
(seal)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Acceptance of All Terms or Counter Offer, whichever was signed by the Seller, was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_  
(seal)

## RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this agreement.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller acknowledges receipt of executed copy of this agreement.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Date:	Date:
Seller's Initials	Buyer's Initials
.....	.....



# SALE OF RESIDENTIAL REAL ESTATE LEAD-BASED PAINT DISCLOSURE FORM



Addendum # 1

for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN

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PROPERTY LOCATED AT: 1112 Washington Street (Address)  
Lincoln NE 68502

**LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## SELLER'S DISCLOSURE:

(a) Presence of lead-based paint and/or lead-based paint hazards (*Seller initial one below*):

(1) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*): \_\_\_\_\_

(2) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (*Seller initial one below*):

(1) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*). \_\_\_\_\_

(2) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## PURCHASER'S ACKNOWLEDGMENT: (*Initial*)

(c) ADS Purchaser has received copies of all information listed above.

(d) ADS Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (*Purchaser initial one below*):

(1) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(2) ADS waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## AGENT'S ACKNOWLEDGMENT: (*Initial*)

(f) CW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date 4.14.14  
Purchaser Carla Waldman Date 4/14/14  
Agent \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser Carla Waldman Date 4/14/14  
Agent \_\_\_\_\_ Date \_\_\_\_\_



THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



## ADDENDUM TO PURCHASE AGREEMENT

### PROPERTY TAX CREDIT PRORATION

for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN



Addendum # 2

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Seller and Buyer named in the Purchase Agreement dated 4/4/14  
for the sale of 1112 Washington Street Lincoln NE 68502  
agree to the following terms in addition to those stated in the Purchase Agreement:

Any property tax credit applicable to the Property under the Nebraska Property Tax Credit Act for the year of the date of possession shall be prorated to the date of possession. The credit shall be prorated on the basis of the most recently certified property tax credit available from the appropriate governing body at the time of closing. The most recently certified property tax credit shall be the prior year's certified property tax credit until a new credit is certified.

Seller \_\_\_\_\_ Date \_\_\_\_\_

[Signature] 4.14.14  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_



## ADDENDUM TO PURCHASE AGREEMENT SELLER - CUSTOMER COMPENSATION AGREEMENT



Addendum # 3

for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN

350

Addendum to Purchase Agreement dated 4/4/14 for the sale  
of property located at 1112 Washington Street, Lincoln  
\_\_\_\_\_, Nebraska.

Seller and Buyer acknowledge that Carla Waldbaum  
\_\_\_\_\_, Agent Name  
a real estate licensee affiliated with HomeReal Estate ("Company"),  
\_\_\_\_\_, Firm Name  
is serving as Buyer's Agent in connection with this transaction.

There is no Seller's Agent in connection with this transaction as Seller has not retained the services  
of a real estate broker. Seller agrees to pay Company compensation of 5% of selling price upon the  
closing of the transaction. Buyer's Agent shall remain the agent of the Buyer even though payment is being  
received from the Seller.

[Signature] 4/4/14  
Buyer Date Seller Date

Buyer Date Seller Date

Carla Waldbaum 4/4/14  
Buyer's Agent on behalf of Date  
the real estate company named above



#4

## FIRST HOME PROGRAM ADDENDUM

The Seller and Buyer named in the Purchase Agreement dated 4/14/14  
for the sale of 1112 Washington Street, Lincoln NE 68502  
agree to the following terms in addition to those stated in the Purchase Agreement:

In accordance with Federal Acquisition and Relocation requirements, the first-time homebuyer does not have the power of eminent domain and therefore, will not acquire the property if negotiations fail to result in an amicable agreement.

Furthermore, the first-time home buyer's estimate of the fair market value of the property is indicated by the offering amount in the Purchase Agreement. However, the appraised value of the property in its "as-is conditions" will be provided to the Seller prior to closing, and the seller is provided the opportunity to withdraw from the acceptance of the Offer to Purchase.

As the Seller of the property, I attest that I am voluntarily selling the home, and I am not eligible for relocation funds.

\_\_\_\_\_  
DATE

4/14/14  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

[Signature]  
\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

# AUTHORIZATION TO OBTAIN INSPECTIONS AND/OR SERVICES



Property Address 1112 Washington Street  
Lincoln NE 68502

Contract Date 4/14/14

Buyer and Seller have entered into an agreement for the sale of the above described property. This document is authorization by the buyer to order inspections and services at the buyer's expense. Seller is authorizing access to the property for these inspections.

## ESCROW CLOSING, TITLE INSURANCE AND HOME WARRANTY

(Please Initial)

ADS BUYER requests NLTA or \_\_\_\_\_ to act as escrow closing agent.

ADS BUYER requests NLTA or \_\_\_\_\_ to issue a Title Commitment and Title Insurance.

BUYER and SELLER understand that Home Warranty coverage for BUYER AND/OR SELLER is limited to terms in the application and/or policy.

ADS BUYER requests a Home Warranty: ☒ AHS Options: ☐ Seller Coverage ☐ Service Plus ☐ Coverage Plus

Paid by ☐ Buyer ☒ Seller ☐ Other warranty: Extra Furnace & CIA coverage

## BUYER'S AUTHORIZATION & DIRECTION TO BUYER'S AGENT REGARDING INSPECTIONS/SERVICES

BUYER shall have the right to have any inspections performed on the property on or before Twelve (12) calendar days after the acceptance date, pursuant to the purchase agreement. AT THIS TIME, Buyer requests:

(Please Initial)

ADS WHOLE HOUSE INSPECTION ☐ AMERI-SPEC ☐ OTHER TBD

ADS TERMITE & WOOD-DESTROYING INSECTS ☐ TNT Termite Services ☐ Other TBD

ADS MOLD specific location? \_\_\_\_\_ Provider \_\_\_\_\_

ADS RADON Provider TBD

ADS FURNACE & AIR CONDITIONER By whom: \_\_\_\_\_

☐ A/C system not to be inspected due to cold weather. ☐ Delay A/C inspection (attached addendum) with escrow

SURVEY By whom: \_\_\_\_\_

- ☐ Improvement Location Report (\$100-\$150—does NOT locate all property lines—not for fences or structures).
- ☐ Boundary & Improvement Survey (\$225-\$275—Marks all corners & improvements. CAN be used to site improvements).
- ☐ ALTA Survey (\$500-\$8000—Most comprehensive survey, used mostly for commercial).

\*\*\* BUYER is responsible to determine whether BUYER'S lender is ordering a duplicate Report/Survey. \*\*\*

WELL AND/OR SEPTIC SYSTEM ☐ Well by: \_\_\_\_\_ ☐ Septic by: \_\_\_\_\_

☐ BUYER has been provided a copy of the Well / Septic System Inspections from the Seller.

OTHER Type \_\_\_\_\_ Provider \_\_\_\_\_

OTHER Type \_\_\_\_\_ Provider \_\_\_\_\_

### BUYERS & SELLERS (as applicable) agree and acknowledge that:

- A. All inspections and services may be ordered by the Buyer's agent or Seller's agent if there is no Buyer's agent. Inspections or services ordered but not used, due to the sale failing to close, will be paid by the Buyer (except as otherwise provided in the Purchase Agreement) and shall not become the responsibility or the expense of the agent or the seller.
- B. The parties have received the Affiliated Business Disclosure Agreement outlining potential financial benefits by the Real Estate Company.
- C. The following entities may contact the buyer or seller regarding the sale and closing of the above-mentioned property: inspectors and service providers and any other persons or companies specifically engaged by either party to facilitate the purchase of the Property involved herein.
- D. The Inspector's list is provided for Buyer's convenience only and is NOT INTENDED to be either a guarantee of workmanship or an endorsement. There may be other available inspectors or workers who may provide similar or additional services at better prices or terms. **YOU ARE RESPONSIBLE to satisfy yourself** as to the specifications, quality and price of services to be performed by any inspector or company you choose. THE COMPANY YOU CHOOSE TO USE IS UP TO YOU.
- E. Buyer may be required to pay for inspections at the time of inspection and should be prepared to do so.

Buyer [Signature] Date 4-14-14

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_





